

AGREEMENT FOR LICENSE OF GE SOFTWARE

THIS AGREEMENT Is made this _____ day of _____, 20____, by and between _____, a corporation organized and existing under the laws of the State of _____ (herein after "Licensee") and General Electric Company,. a corporation organized and existing under the laws of New York (hereinafter GE).

WHEREAS, GE has developed certain computer software applicable to performing cycle studies and cycle optimization for certain GE gas and steam turbines, for which GE owns all right, title and interest, and for which Licensee desires to acquire certain use rights,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

1.0 DEFINITIONS

The following terms shall have the meaning set forth below:

1.1 "GE Software" shall mean those computer programs that have been developed by GE for use in performing cycle studies, cycle optimization and other energy product determinations for certain GE gas, steam turbine, generator and other energy products.

1.2 "Related Materials" shall mean documentation of any type that has been developed by GE and required for the operation of the GE Software.

2.0 SOFTWARE LICENSE

Licensee acknowledges that title to GE Software and Related Materials, shall at all times remain vested in GE. Subject to the provisions of this Agreement, GE hereby grants to Licensee a non-exclusive, non-transferable license to use the GE Software and Related Materials for a term of three (3) years from the date of this Agreement solely for the purpose of evaluating the use of GE products in a potential power generation project. Disclosure of information obtained from GE Software to any third party, other than the party for whom Licensee is performing such evaluation, is strictly forbidden. Furthermore, to disclose such information, Licensee must, in good faith, believe that any third party to whom the information is disclosed is a bona fide potential purchaser of GE Power Generation products.

3.0 CONFIDENTIALITY

The GE Software and Related Materials are confidential and proprietary to GE and are maintained in confidence by GE. Licensee shall not disclose or make available GE Software or Related Materials to anyone except officers and employees of Licensee that (i) have a need to utilize GE Software and Related Materials in discharge of their duties and responsibilities to Licensee, and (ii) have agreed to comply with the restrictions on disclosure and availability set forth in this Agreement. The foregoing restrictions on disclosure to third parties shall not apply to any portion of the GE Software or Related Materials that are publicly available information or is rightfully received by Licensee from third parties without breach of this Agreement.

4.0 LIMITATIONS OF OBLIGATIONS

The GE Software and Related Materials are furnished by GE to Licensee "AS IS", and GE is not obligated to provide maintenance or support services of any kind to Licensee with respect to GE Software or Related Materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO GE SOFTWARE OR RELATED MATERIALS, THIS AGREEMENT, OR ANY ACTIONS BY GE ASSOCIATED WITH THIS AGREEMENT. IN NO EVENT WILL GE BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EITHER IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, OR USE OF GE SOFTWARE OR RELATED MATERIALS, WHETHER IN AN ACTION IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

5.0 INDEMNIFICATION

Licensee shall indemnify and hold GE harmless against, and shall handle and defend against, any claim, suit or other proceeding brought against GE by any third party arising out of Licensee's use or possession of GE Software or Related Materials. This indemnity shall survive any expiration or termination of this Agreement.

6.0 TERMINATION

This Agreement and the licenses granted hereunder shall be effective on the date specified above when signed by both parties and shall remain in effect for a period of three years thereafter unless earlier terminated by either party upon 30 days prior written notice to the other party. This Agreement and the licenses granted hereunder may be terminated immediately by written notice from GE to Licensee in the event that Licensee fails to comply with any material provision of this Agreement. Upon any termination, all licenses shall terminate and Licensee shall immediately return to GE or destroy all copies then in Licensee's possession of GE Software and Related Materials and shall continue to be bound by the confidentiality obligations hereunder with respect to the GE Software and Related Materials

7.0 GENERAL

This Agreement may not be assigned by Licensee without the prior written consent of GE. If any statement or term of this Agreement is held invalid by any court after the expiration of any right of appeal, this Agreement and the remaining statements and terms of this Agreement shall not be affected thereby. This Agreement supersedes all previous negotiations and all other communications between the parties with respect to the subject matter hereof. The validity, construction, interpretation and enforceability of this Agreement are determined and governed by and under the law of the State of New York.

ACCEPTED;

LICENSEE

GENERAL ELECTRIC COMPANY

By: _____ By: _____

Title:

Title: